

SECURITY AGREEMENT

FEB 7 - 1972 - 3:12 PM

Date January 4, 1972

Borrower (Name) Diversified Properties, Inc., a Delaware Corporation
(last name first if individual) New York, New York 10017
(Address) 424 Madison Avenue,
(a corporation, partnership, individual, herein called the "Borrower") and THE FIRST JERSEY NATIONAL BANK,
One Exchange Place, Jersey City, New Jersey, (herein called the "Bank").

SECTION 1. LOAN AGREEMENT. The Bank, upon execution and delivery to it by Borrower of this agreement, Borrower's promissory note(s), financing statement and completion of other required details will make a loan to Borrower. The promissory note(s) shall be in the face amount of \$ 30,000.00 payable on the terms and at the interest rate set forth in the note(s).

SECTION 2. COLLATERAL. To secure the payment and performance of all obligations of Borrower set forth in this agreement, the note(s) and any other obligations of Borrower to the Bank, Borrower grants to the Bank a security interest in the following collateral.

2.1 DESCRIPTION OF COLLATERAL.

**Thirty 55 Ton Box Cars
Type PS-1 numbered as follows:**

170,007	171,044	171,622	172,225
029	046	676	314
134	054	808	340
173	062	876	
450	136		
543	234		
613	316		
780	344		
804	486		
887	500		
993	559		
	570		

RECORDATION No. 6065-D
(Filed pursuant to the
Provisions of Section 20c
Interstate Commerce Act)

together with all accessories, substitutions, additions, replacements, parts and accessions affixed to or used in connection with the collateral.

2.2 OTHER PROPERTY OF BORROWER IN BANK'S POSSESSION OR CONTROL. All goods, instruments, documents of title, policies and certificates of insurance, securities, chattel paper, deposits, or other property owned by Borrower or in which Borrower has an interest which are now or may hereafter be in the possession and control of the Bank by documents of title or otherwise.

2.3 USE OF COLLATERAL. Borrower shall use the collateral

- ☒ a. In business, or
☐ b. For personal, family or household purposes, or
☐ c. In farming operations.

2.4 LOCATION OF COLLATERAL.

(a) *Fixtures.*

(1) If the collateral is or will be attached to real estate, the address of the real estate is _____ and the name and address of the record owner, if other than Borrower, is _____

(2) If the collateral is or will be attached to the real estate prior to this loan or prior to the perfection of the Bank's security interest, Borrower will furnish the Bank with subordinations by all persons having any interest in the real estate. The names, addresses and interest of all persons whose interests are to be subordinated, other than those set forth in Section 2.4(a)(1) are _____

(b) *Goods used in more than one state.* If the collateral is goods of a type which are normally used in more than one state, the chief place of business of Borrower, if other than the address of Borrower set forth at the beginning hereof, is _____

(c) *Other Goods.* In any other event the collateral will be kept at the following address, if other than the address of Borrower set forth at the beginning hereof. _____

2.5 SPECIAL TERMS AND CONDITIONS.

THIS AGREEMENT INCLUDES ALL THE TERMS ON THE REVERSE SIDE HEREOF.

ATTEST

Joseph M. Mann
Witness, Secretary of Corporate Borrower

DIVERSIFIED PROPERTIES, INC.

Borrower's Name

By

THE FIRST JERSEY NATIONAL BANK

By

Payment and performance of the above obligation absolutely, unconditionally and continuously guaranteed.

By _____

FORM OF ACKNOWLEDGMENT

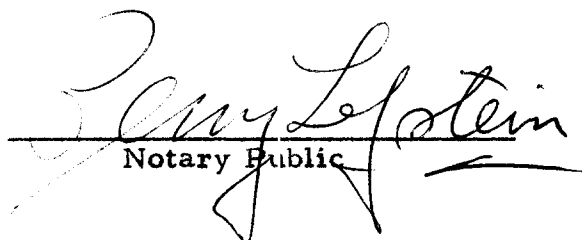
TO SECURITY AGREEMENT

DIVERSIFIED PROPERTIES, INC.

TO

FIRST JERSEY NATIONAL BANK

On this fourth day of January, 1972, before me personally appeared HARVEY POLLY ^{Vice} to me personally known, who being by me duly sworn, says that he is the President of Diversified Properties, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, that said instrument was signed and sealed on behalf of said corporation, that said instrument was signed and sealed on behalf of said corporation, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

PERRY LEFSTEIN
Notary Public, State of New York
No. 41-7475473
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1972